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Attorneys for Debtors

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY --- NEWARK
-----X

In re:

Santo Competiello

&

Tracey A. Competiello

Debtors

Case No: 19-25828-RG

CHAPTER 13

Hon. Rosemary Gambardella
U.S.B.J.

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Exhibit A -- Copy of Loan Modification Agreement



MIDLAND MORTGAGE

A division of MidFirst Bank

JUNE 8, 2022

SANTO COMPETIELLO, CATHERINE ANDREWS &
TRACEY COMPETIELLO
300 WILSON AVE
LYNDHURST NJ 07071

Read, sign and return.

Please return the enclosed documents to us by JULY 6, 2022

Dear Homeowner:

Enclosed are your COVID-19 loan modification documents. Please follow the steps below and return two signed and notarized copies of the completed documents to our office by JULY 6, 2022.

1. Follow the instructions on the next page exactly, or the documents may be rejected.
2. Read, sign and date two copies of the enclosed documents in front of a notary.
3. Return two signed and notarized copies to us.

Mailing and return instructions:

By Overnight Courier (UPS, FedEx, Etc.)

Midland Mortgage - A Division of MidFirst Bank
Attn: MAC
999 N.W. Grand Boulevard, Suite 100
Oklahoma City, OK 73118

By US Mail

Midland Mortgage - A Division of MidFirst Bank
Attn: MAC
P.O. Box 268806
Oklahoma City, OK 73126-8806

The basic terms of your current mortgage loan and the modified terms are as outlined below.

	CURRENT TERMS	MODIFIED TERMS
Principal Balance	\$235,894.45	\$263,316.78
Interest Rate	4.5000%	3.1250%
Maturity Date	FEBRUARY 1, 2042	JULY 1, 2052
	CURRENT PAYMENT	MODIFIED PAYMENT
Principal and Interest Payment	\$1,470.31	\$1,127.98
Escrow Payment	\$1,096.09	\$784.72 ¹
Total Payment	\$2,566.40	\$1,912.70

¹ - Subject to change at next Escrow Analysis

The signed and notarized documents must be returned by JULY 6, 2022; however, if a foreclosure sale has been scheduled on your property, then you must return the documents to Midland at least 48 hours prior to your scheduled foreclosure sale. Failure to return the documents will prevent your loan modification from being approved, and the collection and/or foreclosure process may proceed without further notice to you.

Your first payment under the Loan Modification Agreement in the amount of \$1,912.70 is due on or before AUGUST 1, 2022. You may send your first payment with the signed Loan Modification Agreements. Please be aware that failure to timely return all required documents may disqualify you from the program and will prevent your Loan Modification from being approved. In such a case, the collection and/or foreclosure process may proceed without further notice to you. A loan modification may extend the term of the loan, or, in some cases, increase the payment amount. Please read the plan documents carefully, make sure you understand the modified terms, and contact us with any questions.

We report the status of the loan, including a loan modification, to credit reporting bureaus. Mortgage payment assistance plans may adversely affect credit scores. For more information about credit scores, go to consumer.ftc.gov.



If you have any questions, please call 800-552-3000 Monday – Friday 8 a.m. to 7 p.m. or Saturday 9 a.m. to 1 p.m. Central time.

Sincerely,

Midland Mortgage, a division of MidFirst Bank

Notice: If your loan was in default when MidFirst Bank obtained it, and you have not filed bankruptcy or received a discharge of the debt secured by the Mortgage/Deed of Trust, we are required to inform you that this communication is from a debt collector. If you have received a bankruptcy discharge of the debt secured by the Mortgage/Deed of Trust, or you are currently in bankruptcy under the protection of an automatic stay, this letter is not an attempt to collect the debt from you personally and is for informational purposes only.

Notice to Connecticut and North Carolina Residents: The purpose of this communication is to collect a debt.

Notice to Vermont Residents: This is an attempt to collect a debt and any information obtained will be used for that purpose.



Read These Instructions Before Signing Your Plan Documents

Helpful tips and reminders:

- ✓ Please follow these directions exactly or your mortgage assistance plan could be delayed!
- ✓ Two sets of the Loan Modification Agreement are enclosed.
Both will be returned to Midland using the mailing information below.
- ✓ USE BLACK INK ONLY, or your plan documents may be delayed or rejected.
- ✓ Do not change the documents in any way. Please call 800-552-3000 with any questions about the documents or the details of your mortgage assistance plan.

Instructions for document signers:

- ☐ Sign all copies of the Loan Modification in front of a notary.
- ☐ Sign names in black ink on all sets of documents exactly as they appear - don't forget middle initials, middle names, Jr./Sr., etc.
- ☐ Sign both sets of documents in all places where names appear.

Instructions for the notary:

- ☐ Use black ink for the notary stamp and signature.
- ☐ Complete the date of acknowledgement.
- ☐ List your notary expiration date.
- ☐ Include your notary stamp and/or seal on the acknowledgement pages.
- ☐ Ensure the notary seal is in a blank space and does not cover text or signatures.

By Overnight Courier (UPS, FedEx, Etc.)

Midland Mortgage - A Division of MidFirst Bank
Attn: MAC
899 N.W. Grand Boulevard, Suite 100
Oklahoma City, OK 73118

By US Mail

Midland Mortgage - A Division of MidFirst Bank
Attn: MAC
P.O. Box 268806
Oklahoma City, OK 73126-8806

MM Loan Number: 58542275

This Document Prepared By:

PATRINA HEMBY

MIDFIRST BANK, A FEDERALLY CHARTERED

SAVINGS ASSOCIATION

501 N.W. GRAND BLVD

OKLAHOMA CITY, OK 73118

When Recorded Mail To:

FIRST AMERICAN TITLE

ATTN: JAVIER TONY VARGAS

3 FIRST AMERICAN WAY

SANTA ANA, CA 92707

Tax/Parcel #: 00188 00001

[Space Above This Line for Recording Data]

Original Principal Amount: \$412,087.00

FHA/VA/RHS Case

Unpaid Principal Amount: \$235,894.45

No.: 3526212256703

New Principal Amount: \$263,316.78

Loan No: 58542275

New Money (Cap): \$28,008.04

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **8TH** day of **JUNE, 2022**, between **SANTO COMPETIELLO A MARRIED PERSON, TRACEY**

COMPETIELLO HIS WIFE, CATHERINE ANDREWS AN UNMARRIED PERSON ("Borrower"), whose address is **300 WILSON AVE, LYNDHURST, NJ 07071** and **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION** ("Lender"), whose address is **501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 25, 2009** and recorded on **APRIL 21, 2009** in **INSTRUMENT NO. 09-033791 BOOK 86 PAGE 1780**, of the **OFFICIAL** Records of **BERGEN COUNTY, NEW JERSEY**, and (2) the Note **bearing the same date as**, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

300 WILSON AVE, LYNDHURST, NEW JERSEY 07071
(Property Address)

the real property described is located in **BERGEN County, NEW JERSEY** and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

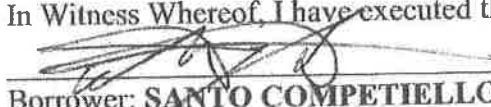
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **JULY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$263,316.78**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$28,008.04**.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.1250%**, from **JULY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,127.98**, beginning on the **1ST** day of **AUGUST, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 1, 2052** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

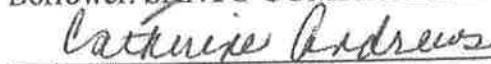
If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

In Witness Whereof, I have executed this Agreement.


Borrower: **SANTO COMPETIELLO**

06/23/22
Date


Borrower: **CATHERINE ANDREWS**

6/23/22
Date


Borrower: **TRACEY COMPETIELLO** *signing solely to
acknowledge this Agreement, but not to incur any personal liability
for the debt

6/23/22
Date

[Space Below This Line for Acknowledgments]

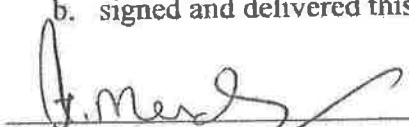
BORROWER ACKNOWLEDGMENT

State of **NEW JERSEY**

County of Bergen, SS:

I CERTIFY that on 23, June, 20 22, **SANTO
COMPETIELLO, CATHERINE ANDREWS, TRACEY COMPETIELLO** personally
came before me and acknowledged under oath, to my satisfaction, that this person (or if
more than one each person):

- a. is named in and personally signed the attached document; and
- b. signed and delivered this document as his/her/their act and deed.


Notary Public Signature

Print Name: Abellany Mendez

My commission expires: _____

Abellany J Mendez
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES February 27, 2027

In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

By _____ (print name) _____ Date _____
(title)

_____ [Space Below This Line for Acknowledgments] _____

CORPORATE ACKNOWLEDGMENT

STATE OF New Jersey

COUNTY OF Bergen) ss

I CERTIFY that on this 23 day of June, 2022,
anto Competiello, Catherine Andrews, Tracy Competiello personally came before me and stated to my
satisfaction that this person (or if more than one, each person):

- (a) Was the maker of the attached instrument;
- (b) Was authorized to and did execute this instrument as
_____ of the company, the entity named in this
instrument; and,
- (c) Executed this instrument as the act of the entity named in this instrument

Signed and sworn to before me on 23 June, 2022

Abellany J Mendez
Notary Public

Printed Name: Abellany Mendez

My commission expires: _____

Abellany J Mendez
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES February 27, 2027

EXHIBIT A

**BORROWER(S): SANTO COMPETIELLO A MARRIED PERSON, TRACEY
COMPETIELLO HIS WIFE, CATHERINE ANDREWS AN UNMARRIED PERSON**

LOAN NUMBER: 58542275

LEGAL DESCRIPTION:

**The land referred to in this document is situated in the CITY OF LYNDHURST,
COUNTY OF BERGEN, STATE OF NJ, and described as follows:**

**BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE
SOUTHWESTERLY LINE OF WILSON AVENUE (FORMERLY NAPLES STREET)
WITH THE SOUTHEASTERLY LINE OF STUYVESANT AVENUE AND RUNNING
THENCE;**

**(1) SOUTH 42 DEG. 14 MIN. 26 SEC. EAST, AND ALONG THE
SOUTHWESTERLY LINE OF WILSON AVENUE, 45.00 FEET TO A POINT;
THENCE**

(2) SOUTH 47 DEG. 59 MIN. 04 SEC. WEST 102.75 FEET TO A POINT; THENCE

**(3) NORTH 42 DEG. 14 MIN. 26 SEC. WEST 45.00 FEET TO A POINT IN THE
SOUTHEASTERLY LINE OF STUYVESANT AVENUE; THENCE**

**(4) NORTH 47 DEG. 59 MIN. 04 SEC. EAST AND ALONG THE SOUTHEASTERLY
LINE OF STUYVESANT AVENUE 102.75 FEET TO THE POINT AND PLACE OF
BEGINNING.**

ALSO KNOWN AS: 300 WILSON AVE, LYNDHURST, NEW JERSEY 07071

Date: JUNE 8, 2022

Loan Number: 58542275

Lender: MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

Borrower: SANTO COMPETIELLO, CATHERINE ANDREWS, TRACEY COMPETIELLO

Property Address: 300 WILSON AVE, LYNDHURST, NEW JERSEY 07071

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.


Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower: SANTO COMPETIELLO

06/23/22
Date


Borrower: CATHERINE ANDREWS

6/23/22
Date


Borrower: TRACEY COMPETIELLO *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

6/23/22
Date

Date: JUNE 8, 2022

Loan Number: 58542275

Lender: MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

Borrower: SANTO COMPETIELLO, CATHERINE ANDREWS, TRACEY COMPETIELLO

Property Address: 300 WILSON AVE, LYNDHURST, NEW JERSEY 07071

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


Borrower: SANTO COMPETIELLO

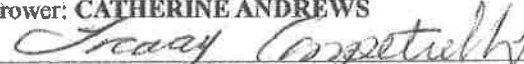
Date

06/23/22
6/23/22


Borrower: CATHERINE ANDREWS

Date

6/23/22


Borrower: TRACEY COMPETIELLO *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date